

# THE RIO NEWS.

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RIO DE JANEIRO, SEPTEMBER 5th, 1879

NUMBER 22

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est and best material and styles of work.

## ILLEGAL SLAVERY.

One of the last acts of injustice and in-  
humanity which we would naturally expect  
from an enlightened and just people would  
be an illegal retention of freedmen in  
slavery by Englishmen. From the nation  
which gave us Wilberforce and Clarkson,  
the founders of the modern anti-slavery  
movement, the nation which freed her own  
slaves at an expense of £20,000,000, the  
nation which has spread anti-slavery doc-  
trines throughout the world, maintained  
fleets upon the sea for the suppression of  
the slave traffic and literally forced other  
nations into an international alliance for  
that most humane and noble purpose, from  
such a nation we would expect to find no  
person nor corporation capable of committing  
an act of aggression upon the liberty of a single  
human being. On the contrary, we would  
look to her for a most jealous watchfulness  
over the integrity and enforcement of these  
great principles of human freedom every-  
where, especially in all instances where her  
own subjects are concerned.

It is with surprise, therefore, that we find  
a case where an English company, or-  
ganized and working under English laws  
with its head office in the great English  
capital itself, deliberately and designly  
conspiring to retain a certain number of  
emancipated negroes in slavery, and avail-  
ing itself of the profits of the transaction.  
Yet such is unquestionably the case. The  
S. João d'El-Rei mining company has at  
this day fully two hundred blacks in slav-  
ery who were made free and emancipated  
in the year 1859 by a contract made in  
1845 to which this same company was a  
party. Between the years 1847 and 1864,  
the British government was engaged in a  
heated decision with the government of  
Brazil over the treatment of some thousands  
of *emancipados* who were unjustly held in  
slavery by the latter government. Every  
effort was made even to reprisals on the  
high seas and the suspension of diplo-  
matic relations, to force Brazil into an  
honorable settlement of the shameful injus-  
tice. And yet, we find here an instance of  
equal injustice and bad faith, where En-  
glishmen themselves are the offenders,  
and where a most infamous transaction  
has been quietly ignored for the twenty  
years. Even during all the years when  
Lord Palmerston and Earl Russell were  
pressing this government for a list of  
*emancipados* and demanding that they should  
receive their liberty and indemnification  
for damages under the decision of a  
court of claims, even at the time when  
British war vessels were making reprisals  
outside this harbor and the life of the  
British minister in this city was threatened  
because of such an aggressive proceeding,  
the superintendent of an English mining  
company in Minas Geraes was knowingly  
and criminally depriving emancipated slaves  
of their freedom, and the contract to this  
effect, the proof of the criminality of this  
proceeding, was in the possession a highly  
respectable and influential firm of solicitors  
in the city of London.

The proofs of this charge are clear and  
conclusive. It is no longer a vague re-  
port, such as has been repeated for years  
throughout the province of Minas Ge-  
raes; nor does it rest upon hearsay evi-  
dence. The proofs upon which the charge  
is now made is the contract itself, and  
upon various official and authenticated  
documents, which clearly prove the con-  
spiracy and commission of the crime of  
illegally reducing a large number of emanci-  
pated blacks to slavery. The documents and  
proofs are as follows:

On the 27th of June, 1845, certain di-  
rectors of the English company named  
"The Brazilian Company, working at Cata  
Branca, and the S. João d'El-Rei Mining  
Company, of Morro Velho, Minas Geraes,  
met in the city of London and signed ar-  
ticles of agreement for the hiring of 385  
slaves, belonging to the Cata Branca com-  
pany, to the S. João d'El-Rei company,  
and the sale and transfer of their mining  
estates and plant. An agreement had been

made on the 5th of May previous which,  
it was stipulated, should become null on the  
fulfillment of the conditions of the new  
agreement. The contract made in 1845,  
a copy of which bearing the attestation of  
John Wreford Budd, of the firm of John-  
sons, Upton, Budd & Alkay, solicitors, Lon-  
don, and dated November 29, 1876, is as  
follows:

ARTICLES OF AGREEMENT made and entered into  
the twenty-seventh day of June, one thousand eight  
hundred and forty-five, between George Hallam,  
Robert Collesworth, Robert Hichins, Andrew  
Tucker Follett, Francis Leghins, Van Zeller, Jell of  
the City of London, esquires, legal advisors of the  
Brazilian company, on the one hand, and all other  
the proprietors or shareholders of the said  
company, of the first part and John Dixon Poyles,  
of Austin Friars in the City of London, esquire,  
John Routh, of Austin Friars in the same city,  
esquire, Robert Addison, of Great Russell street,  
esquire, Stuart Donaldson, of Broad street in the  
same city, esquire, and Edward Hurry, of Oxford  
Terrace, esquire, being the directors of the S. João  
d'El-Rei Mining Company, on behalf of themselves  
and all other the proprietors or shareholders of the  
said second company, of the second part.

Witness that the said Brazilian company are, or on  
the 31st day of December last were seized, or pos-  
sessed of, or entitled to or to be the labor and services  
of the negroes hereinafter more particularly enu-  
merated and mentioned in the first schedule hereunder  
written, and they have agreed with the said parties  
hereto of the second part to let them for and on  
behalf of the said S. João d'El-Rei Mining Com-  
pany the said negroes and their labor and services  
for the period and on the terms and conditions  
hereinafter expressed and declared, and also to  
enter into such stipulations and agreements relative  
to the said negroes and their present and future  
work as are herein also contained.

And the said parties hereto of the first part have  
also agreed to sell to the said parties hereto of the  
second part the mills, machinery, and effects hereinafter  
mentioned, in the terms hereinafter expressed.

Now therefore these parties witness, that in pursuance and part performance of the said  
noted agreement in this behalf, the parties hereto  
of the first part do hereby forthwith jointly, and  
every two, three or more of them do hereby for them-  
selves jointly, and every of them for himself severally  
do hereby agree with the said parties hereto of the  
second part, to let to hire, and to let to hire to the  
said parties hereto of the second part, their ex-  
ecutors, administrators and assigns, all and singular  
the negroes of, or belonging to, or now em-  
ployed by the said Brazilian company in Brazil,  
and which on the 31st day of December last consisted  
of the numbers and sexes and descriptions following:  
that is to say, two hundred and twenty and  
males, eighty-eight females, forty-two male child-  
ren, and thirty-three female children, as num-  
bered in the said first schedule, or so many of  
the said negroes and children as may exist, or  
shall exist when this agreement shall be carried  
into effect in Brazil. And also all the present and  
future issue of the said negroes born during the  
period of fourteen years to accrue from the period  
when one equal half part of the said children of the  
said negroes shall be delivered at Morro Velho to the  
superintendent in Brazil of the said parties hereto  
of the second part, and which delivery it is hereby  
agreed shall be made to the said superintendent as  
soon after notice of this present agreement shall  
arrive in Brazil as is practicable and circumstances  
will permit. The said negroes, children and issue,  
and the labor and services thereof respectively, and  
the benefit thereof and the freedom, to be had, held,  
received and possessed, and taken by the said parties  
hereto of the second part for the term of years and  
months to commence and be completed from the period  
when one half of them shall be delivered at Morro  
Velho to the superintendent of the said parties hereto  
of the second part.

And in consideration of the agreement hereinafter  
contained on the part of the said parties hereto  
of the first part and of the services of the said  
negroes, children and issue, or of so many of them  
as shall exist as aforesaid, the said parties  
hereto of the second part do hereby for themselves  
jointly and every two, three or more of them do  
also for themselves jointly, and every of them for  
himself severally do hereby agree with the said  
parties hereto of the first part, to accept and take  
to hire the said negroes, children and issue as aforesaid  
for the period aforesaid, and from time to time  
pay to the said parties hereto of the first part such  
rent or sum of money as is hereinafter mentioned;  
that is to say, from the period from which one  
half in number of the said negroes so agreed to be  
let shall have been delivered or trans-  
ferred as hereinafter is stipulated, the rent or  
sum of one thousand two hundred and fifty pounds  
per annum until the remaining portion of the said  
negroes shall be delivered or are transferred as  
hereinafter is stipulated, and from after the  
period of such last mentioned delivery the rent or  
sum of two thousand five hundred pounds per an-  
num for the term residue of the term or period of  
seven years, computed as hereinafter mentioned.  
And from and after the expiration of the said seven  
years, the said parties hereto of the second part  
shall pay to the said parties hereto of the first part,  
during the then next seven years, the rent or

sum of one thousand five hundred pounds. And  
it is hereby mutually agreed between the said  
parties hereto that no diminution in the number of  
the said negroes by the death or other casualty shall  
affect the rent or sum from time to time payable  
under these presents, which shall be paid in Lon-  
don by equal half-yearly payments, the first of such  
payments to be made at the expiration of each  
calendar month next after the delivery in transfer of  
one half of the said adult negroes as hereinafter is  
mentioned. And it is hereby further declared that  
any sum of money due by the said parties hereto of  
the second part to the said parties hereto of the first  
part for the hire of negroes under the provisions of  
an agreement made between them and having date  
the fifth day of May, one thousand eight hundred  
and forty-five, shall be paid on the arrival of this  
agreement, or of notice of its contents, at Morro  
Velho aforesaid, and that thereupon the said agree-  
ment of the fifth of May and all the provisions and  
stipulations thereof shall cease and determine, and  
the same are hereby from thenceforth declared to  
be at an end.

And it is hereby further declared and agreed by  
and between the said parties hereto that so far as  
their rights and interests are concerned and so far  
as the law of the Brazilian empire will permit, such  
of the said negroes and children as are now under  
the age of twenty years, and who shall attain  
that age during the subsistence of this agreement,  
shall on their attaining that age be *absolutely free  
and emancipated*. And also that all of the said  
negroes and also any issue of the said negroes born  
during the subsistence of this agreement shall at the  
end of the said term of fourteen years be and become  
*absolutely free and emancipated*; and the said parties  
hereto shall and will give and grant them their *freedom  
and emancipation*.

And in further pursuance of the said arrangement,  
the said parties hereto of the first part do hereby  
agree to sell and deliver to the said parties hereto of  
the second part at or for the price or sum of four  
thousand pounds, payable as is hereinafter men-  
tioned, and at which said price at the said  
parties hereto of the second part do agree to purchase  
and take all and singular the stamping mills,  
machinery, quick-draws implement, tools and in-  
struments of every kind, and also the mining estab-  
lishments, houses, furniture, property and other effects  
whenever or to be respectively belonging to the said  
Brazilian company in Brazil, and whether the same  
shall be more or less than appears in an inventory  
of the said company's effects and properly made on  
or about the 31st day of December, one thousand  
eight hundred and forty-five, a copy of which is set  
forth in the second schedule hereunder written,  
which said property, effects and premises upon the  
closed shall be delivered at Cata Branca by the su-  
perintendent of the said Brazilian company, to the  
superintendent of the said S. João d'El-Rei Mining  
Company immediately after the date of this agreement  
shall arrive in Brazil, or so soon after as them  
stayers will permit. And that payment for the  
said property, effects and premises so purchased  
shall be made by two equal installments of two  
thousand pounds each payable respectively at six  
and twelve months next after the said S. João d'El-  
Rei Mining Company shall receive notice in Lon-  
don that the said property, effects and premises have  
been delivered in their superintendence as aforesaid,  
for, measured and stored, and the said respective  
sums shall be secured by two bills of exchange for  
two thousand pounds each to be drawn, by or on  
behalf of the said Brazilian company, on and to be  
accepted by the S. João d'El-Rei Mining Company  
and payable at the respective dates of six and twelve  
months computed as hereinafter is intended.

In witness whereof the said parties hereto have hereunto  
set their hands the day and year first above written.

[There follows the first schedule containing the  
names of about three hundred adult negroes be-  
longing to the Brazilian company, and the second  
schedule relating to the property and the Cata Branca  
mines.]

Signed in presence of  
J. N. SAMPSON, solicitor,  
62 Abchurch Lane.

Signed in presence of  
ARCHIEBUT, UPSON,  
Great Winchester.

In due time this contract went into  
effect and the mines, plant and slaves of the  
Cata Branca company passed into the hands  
of its more prosperous neighbor. Since  
that transaction we have no record of any  
corporate life on the part of this company,  
no record of meetings, reports, elections,  
not even of an office. Its clear manifest  
intention, as shown by the sale of all its  
mining property, and by its ultimate pro-  
visions for the freedom of its slaves, was to  
dissolve. That this intention was carried  
into effect is shown by a letter of attorney  
granted to Donagoo, a child of Mathias  
B and Lucinda, two of the hired slaves, in  
1856 by Thomas Walker, the then super-  
intendent of the Morro Velho company,  
in which he declares himself the "represent-  
ative of the extinct English-Brazilian com-

pany, called in Brazil the Cata Branca com-  
pany." Again in 1869, in a letter of liberty  
granted to Antonio C. Moatambique, by the  
then superintendent of the Morro Velho  
company, James Nevill Gordon, the afore-  
mentioned black is expressly declared to have  
been "a share of the extinct company of  
Cata Branca."

The non-existence of the Cata Branca  
company being thus shown, not only by  
its own will and act, but by the explicit  
declaration of its representative at Morro  
Velho, it follows mutually that nothing  
could legally intervene to prevent the com-  
plete extinction of the Cata Branca blacks  
in 1859, according to the terms of the  
above contract. Just here the purpose of  
canceling the contract of the 5th of May,  
1845, becomes apparent, as by the laws of  
this country the deed of sale of the Cata  
Branca estates required registry in Brazil,  
while the private agreement for the hiring  
of the slaves did not. It follows, therefore,  
that the contract above given was never  
recorded here and consequently was not  
known to the Brazilian officials. When, in  
1859, some of the blacks applied to Mr.  
Gordon for their freedom, having money  
thereof in a fund then in the hands of the  
company which had been transferred to it  
by its predecessor at Cata Branca, he refused  
their request and said that they would have  
to serve ten years longer. By the final act  
of the Cata Branca company and by the ex-  
press agreement of the S. João d'El-Rei  
company, every one of these slaves should  
have been set at liberty in 1859, but we  
have here the explicit refusal of the super-  
intendent of this last company to grant  
such freedom, even though there was a  
fund established for this purpose. And  
furthermore, although the S. João d'El-Rei  
company pledged itself to free all minors  
on their attaining the age of twenty-one  
years, no time instance has been discovered  
of such an act ever having been done. The  
results of this shameful injustice will really  
be seen when it is known that the children  
and grandchildren of the minors of 1845  
are now slaves to the mining company of  
S. João d'El-Rei.

This state of affairs at Morro Velho con-  
tinued unchanged up to the year 1872.  
The contract by which the Cata Branca  
blacks were to "become *absolutely free and  
emancipated*" in 1859, and in which the S.  
João d'El-Rei company solemnly pledged  
itself to "give and grant them their *freedom  
and emancipation*," having safely taken away in Lon-  
don, the managers did not simple to forget  
these unfortunate people on slavery—a slav-  
ery of the most infamous and onerous char-  
acter as all who are acquainted with Bra-  
zilian mining will agree. The law of Sep-  
tember 28, 1872, Art. No. 2240, however,  
imposed an unforeseen punishment upon  
the institution of Brazilian slavery, and its  
effect upon the Morro Velho scheme was  
clear and direct. By the terms of that law  
all blacks who were to be treated as slaves  
were to be manumitted before the 30th of  
September, 1872—which time was, in cer-  
tain cases, afterwards extended on each year  
—and all blacks having no owner were  
declared free. By the provisions of this  
law, therefore, as well as by the terms of  
the contract of 1845, these blacks were  
entitled to their freedom; it follows, there-  
fore, that they were justly entitled to dam-  
ages for twelve years of illegal slavery. But,  
in face of all this, we find James Nevill  
Gordon, superintendent with the S. João d'El-  
Rei company and a British vice-consul for  
Minas Geraes maintaining 213 blacks as  
slaves *to this day*, and signing his name to the  
record at Salvador, as the representative of  
The Brazilian Company of Cata Branca  
which he himself and his predecessor, Dr.  
Walker, had declared to be extinct. In  
view of the injustice already done and the  
legal penalties mentioned should the matter  
become public, it is clear that Mr. G.  
has no other way out of the difficulty than  
to manumit them as slaves for life and to  
establish his right to do so by assuming to  
represent a company long since extinct.

(continued on fourth page)

# THE RIO NEWS

PUBLISHED TRIMONTHLY

on the eve of departure of the American packet, the French packet of the 25th, and Royal Mail packet of the 26th of the month.

Contains a summary of news and a review of Brazilian affairs, a list of the arrivals and departures of foreign vessels, the commercial report and price current of the market, a table of freight rates, and all other information necessary to a correct judgment on Brazilian trade.

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Back numbers supplied at this office from April 1879.

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PUBLICATION OFFICE:—By Rua Sete de Setembro, 14, opposite for the United States.  
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RIO DE JANEIRO, SEPTEMBER 27th, 1879

IN THE MATTER of Wilson v. Church the High Court of Justice granted an extension of time to September 2 in order to enable the appellants to prepare their case for the House of Lords. The original date, August 1, was found to give insufficient time for printing all the documents, hence the further extension. Just how long it will take their lordships to digest all these documents is problematical. In their zeal to "sift" the matter thoroughly, it is not at all unlikely that their lordships will visit the grounds in propria persona.

THE CHART showing the course of exchange on this market since 1851, which we give in our commercial department, will give our readers a fuller and more comprehensive idea of its fluctuations than can be obtained in any other way. This method of indicating the general course of exchange has long been used in England and the United States and has been found to be of great service in giving a quick and comprehensive idea of the subject. As to the sharp angles and great irregularities of the "exchange line," our readers will draw their own conclusions. In a state of financial health and industrial prosperity, uninfluenced by war, pestilence or feverish speculation, this "exchange line" should have only gentle curves, rising above and falling below the "par line" like peaceful waves above and below the level of the sea. The great problem for the Brazilian statesman is to reduce these angles to curves, and to hold the line more uniformly to the line of "72 pence."

AFTER A MINUTE examination of the port of Maranhão, which occupied a large part of two or three days, the Barão de Teff and his fellow commissioners have decided that Maranhão has a suitable port for the American steamers, better even than that of Pernambuco. The world is indebted to the titled engineer for this surprising discovery, even though it is slightly discredited by the experience of many shipmasters and merchants. The Barão, however, is wholly independent of these annoying factors; he instituted a search for deep water and found it. What more can Maranhão ask? If there are dangerous rocks, as was the case at Santos, and shoals, that is a matter entirely independent of his purpose. The steamers can do as they please about running upon them. Even the contingency of the entire withdrawal of the American steamers from the northern ports, which we heartily advise them to do in case of a compulsory service at Maranhão, has no terms for this illustrious engineer; his line of duty took him into deep water and there he has anchored his case. What, now, does the government propose to do?

THE FOLLOWING figures taken from a recent report of the inspector-general of public works shows the gradual diminution in the water supply of this city since the month of March last. In March the average daily supply was 7,273,548.5 gallons; in May, 5,829,330.2 gallons; in July, 4,384,312.1 gallons; on August 1st, 3,181,665.2 gallons; on August 22nd, 2,631,822 gallons. Assuming the population of the city to be three hundred thousand, the water supply of the 22nd ult. gave an average quantity of 8.77 gallons to each person for all purposes, a quantity totally insufficient to meet the necessities of a crowded population and to preserve the essential

sanitary condition of a large city. It is true that there are some other sources of water supply of a private character not included in the inspector-general's returns, but this supply would alter the result only in a slight degree. If it were possible to estimate the number of animals, steam engines, street sprinklers, etc., etc., dependent upon this same supply and then deduct the quantity used by them from the daily distribution, the quantity remaining for drinking, cooking and bathing purposes would be most alarmingly small. It will be observed that we have assumed the population to be three hundred thousand individuals. Were we to take the more commonly accepted figures, varying from three hundred and fifty thousand, the result would be far more alarming than that which we have deduced from the minimum estimate of population. The matter is one which demands prompt and thoughtful attention on the part of the public officials, and they should see to it at once that there shall be no further waste nor unnecessary use of water in the city.

DEPUTY Ignacio Martins, of the *comarca* in which the Morro Velho mines are located, in his address on the question of the illegal retention in slavery of the Catta Branca blacks, said, "these slaves, I assure the noble deputies, are in a municipality in which they can have full confidence that full and complete justice will be done." In the same discussion Deputy Galdino das Neves, of the same province, said that the fact of this illegal slavery was public, that he had known it many years, and that everybody in Minas knew it. Deputy Martins further stated that Antonio Carlos Rebello Horta gave information to the municipal judge of Sabará (in 1872) that these slaves were free since 1859 and that the judge Dr. Chassin Diamond began proceedings and appointed a guardian for the negroes. And further, soon after this the matter was again brought before the public by a correspondent of the *Jornal do Commercio*. In view of these facts we would ask the Deputy from Minas if his assurance is not just a little ill-timed. If this great injustice has been known "many years," and if proceedings were begun in 1872 for the freedom of men illegally enslaved without securing that freedom up to the present day, is it not time to appeal to some other powers than the judicial authorities of Sabará? If these authorities can accomplish nothing in seven years, and are content to see these blacks left in the mines by their guardian under all their former conditions and obligations of servitude, is there not something of bombast in the assurance that we can have "full confidence" in them? The simple truth is that these authorities reside a little too near the richest gold mine in Brazil. We trust that the Chamber will not stand on ceremony, but will probe the whole matter to the bottom.

ACCORDING to the official report of the treasury officials upon the new 4 1/2 per cent loan of 50,000,000\$, published on the 3rd instant, the total amount subscribed was 123,604,000\$. Of this amount, 121,635,000\$ were taken in this city, the remaining 1,969,000\$ being distributed throughout the various provinces of the empire. The rates at which the subscription were made were from 96 to 100; only 11,000\$ being taken at the latter rate; 15,000\$ at 99; 429,500\$ at 98; 177,500\$ at 97 1/2; 16,848,000\$ at 97; 2,427,500\$ at various fractions between 96 and 97; and 103,695,500\$ at the minimum rate of 96. Of the latter sum only 709,000\$ was subscribed in sums less than 5,000\$, which have the preference under the stipulations of the loan. It will be seen, therefore, that the loan has been largely taken by banks and capitalists. The subscriptions at rates above 96 amount to 19,908,500\$, leaving 30,016,800\$ to be emitted at the minimum price. The average rate at which the loan is emitted is 96.37, making an actual emission of nearly fifty-one thousand nine hundred contos necessary to realize the amount asked. Taking all these factors into consideration, it is evident that the treasury has made a signal failure in its attempt to make the loan a popular one and to realize better prices by the operation. Less than two-fifths of it have been taken at advanced prices and in sums which indicate popular subscriptions; and out of all this, waiting, and expense, and strain upon the national credit, the minister of finance has succeeded in saving a paltry two hundred

contos, a sum barely sufficient to pay expenses and keep open the branch establishments for the transaction of business connected with the receipts of instalments on the subscriptions and the payment of interest. Had the minister of finance accepted the guarantee of the banks to place the loan at 96, the net results would have been equal to those now realized, and the moral effect would have been infinitely greater. As we have before stated, the placing of a 4 1/2 per cent loan at 96 would be considered a financial success in view of the present condition of things in Brazil. There was no need of an expensive demonstration that this is the maximum.

THE RECENT attack of several prominent journals upon the English banks of this city, because of their withdrawal from the exchange market, and the general course of the Banco do Brazil in its attempt to bolster up exchange, is occasion, for deep regret. It is occasion for regret not because of the personal issues involved, but because of the widespread ignorance of the simplest rudiments of finance which it exhibits, and because of the serious danger to which the country is exposed through the dominance of an unsound, arbitrary policy. If the banks in question were engaged in a conspiracy to depress exchange and injure the credit of the country, then there would be just reason for censure and for a combination of Brazilian banks against them; but we can not believe that the English managers are so foolish as to engage in any such attempt. It is hardly possible that these gentlemen could occupy their present positions and be ignorant of the results of such an enterprise. The rising and falling of exchange is independent of individuals or combinations; it is a manifestation of the working of economic laws as clearly defined and unchangeable as the laws of gravitation. While it is possible to "bull" and "bear" the market for a brief interval, it is utterly impossible to control it. Not even the Banco do Brazil, with all the moral and material forces of the government to back it, can accomplish such a result. We need no better illustration of this principle than the state of the market to-day. We have now a combination of causes tending to elevate exchange; the withdrawal of a large amount of capital from this market by the new loan, nearly all of which is subscribed in this city, the unprecedented sales of coffee, the failure of crops in the north, and the efforts of the Banco do Brazil to "bull" the market. After the entrance of this great bank upon the exchange market and under the influence of these other favoring conditions of business, the rate advanced rapidly to 21 1/2 d., where it now remains in spite of all the favorable conditions of business. Under normal circumstances, the advance would have been steady and continuous as long as the unusual demand for exchange existed, and then we should expect a reaction, little or great as the state of business demanded.

We have mentioned the prominent factors tending to elevate exchange; the opposing forces are beyond any ordinary effort of enumeration. It is well known that the favorable conditions of the exchange market to-day are only temporary. The government will draw its fifty thousand contos from the market to pay its debts and interest accruing and accumulated, and the money will be scattered broadcast; the large sales of coffee will not last; the north will conform its requirements to its reduced resources; and the Banco do Brazil, like all its long line of predecessors, will soon reach the bottom of its cash box. And then, under the influence of an unsteady business and an unfavorable treasury balance, augmented by the reaction sure to follow the present effort to "bull" the market, a quick and marked depression will be sure to follow. It is evident that the English banks are cognizant of these probabilities, and undoubtedly of others which we have not mentioned. It is certain that their withdrawal from the exchange market is a matter of business, pure and simple.

—Advices from Mato Grosso state that Eduardo Diniz, chief of the party which has been exploring the Cabaçal river and tributaries, has returned to Corumbá. He reports the exploration as resulting very satisfactorily and that gold was found in a place called Corrego do Manoel Leme in abundance.

—The Italian bark *Attilio*, which sailed from New York May 17th for Java with 33,000 cases of kerosene, struck an unknown rock at sea—the locality does not appear clearly in the newspaper report—and put into Ceará, arriving there July 12th. After discharging a part of her cargo, the *Attilio* went to Maranhão where she is now undergoing repairs.

## LEGISLATIVE NOTES.

—The Senate has been very steadily at work since our last issue, being much the more industrious of the two houses. There has been the usual amount of private legislation, consequently the usual amount of time wasted. The discussion in second reading of the estimates for the department of empire closed on the 27th ult., and the Senate then entered upon the discussion in second reading of the estimates for the department of foreign affairs, which has since occupied much of the time. The amended bills relating to the naval estimates for 1880-81, and the supplementary credit for the new *abolair* were received from the Chamber on the 29th. On the 30th the supplementary credit for the department of empire on behalf of the *steca*, was the subject of a favorable committee report. The original sum asked on the 3rd of February last was 10,000,000\$, but in view of the increased expenditures at the time of its consideration, the Chamber increased the credit to 20,000,000\$. With the amounts expended previous to the communication of the minister of empire with the General Assembly and the credits since opened, the grand total of government expense in behalf of the *steca* up to the 27th ult. was 54,144,446\$376.

—There has been some slight improvement in the attendance of deputies during the past ten days, though there is still manifested no slight disinclination for regular work. There has been a great variety of subjects before the Chamber, varying from the regular and supplementary credits asked for by various departments, to bills for the reorganization of municipal boards, concessions, aids to labor, cane disease, etc., etc. On the 27th concessions were introduced for Theodore Christensen, of Pernambuco, for the manufacture of thread from the fibrous epicarp of the fruit of the cocoa with exemption from duties on all materials necessary to the manufacture, and a ten years privilege to Guilherme Schuch de Capanema for the manufacture of sublimated carbon. On the 29th the question concerning the retiring Italian colonists in Santa Catharina was brought before the Chamber by Deputy Mello e Alvim who condemned the administration of the director, Carvalho Borges in the strongest terms. An attempt was made to defend the director by Deputy Lourenço de Albuquerque, but with little effect; the proofs of his mal-administration were strong. The extraordinary credits asked by the minister of foreign affairs received a favorable report on the 27th, and the naval estimates were passed on the 29th.

—The case of the illegal retention in slavery of about 200 blacks, formerly slaves of The Brazilian Company, of Catta Branca, now extinct, by the S. João d'El-Rei Mining Company, was brought before the Chamber on the 26th inst. by Deputy Joaquim Nabuco. After narrating the history of the transaction by which these slaves came into the possession of the latter company at Morro Velho, and the subsequent evasion of its obligations under the contract in which absolute freedom was guaranteed these slaves in 1859, the speaker made an eloquent plea for the rights of the poor blacks who have now been kept in an illegal slavery for twenty years. To the pointed interrogatories of the speaker—"I ask if it is possible to inscribe in the book of matriculation more than 200 persons as slaves of an extinct company? if an extinct company can possess slaves and have them matriculated? if there can be slaves who have no owner? who is the owner of these slaves?"—no satisfactory reply was given in favor of the accused company. Deputy Ignacio Martins spoke to some length on the question, admitting that the blacks were entitled to their freedom, but contending that the courts, where proceedings were already commenced, were competent to deal with the matter. Deputy Joaquim Nabuco's request for information from the minister of justice was then read and passed, in which it was asked: who are the owners of these slaves? Has the government knowledge of the contract of June 27, 1845? what means have been taken to guarantee liberty to these slaves and punish those who illegally reduced them to slavery after their emancipation?

—The bill appropriating 200,000\$ for the study of the disease affecting sugar cane in Pernambuco, and for the purchase of fresh seed, passed its first reading on the 29th and entered into discussion on its second reading.

This project, once so innocent and modest as to inveigle the energetic Pernambuco deputy, Joaquim Nabuco, into a hearty support of it, is now assuming proportions and features of an astonishing character. No sooner had the project entered on its second reading than a Rio de Janeiro deputy wanted the coffee-tree disease of his province included, then several Bahia deputies wanted "Bahia and other provinces" included, then the Paraíba deputies wanted their province named, and then Deputy Malheiros of Mato Grosso capped the climax by proposing that the disease among the horses and mules of his province should be included. Nothing now remains but the amendment of the celebrated Mineiro, Galdino, which will call for a commission on the *bichos de A!* which cause such dreadful ravages in his province. We are glad to see that Joaquim Nabuco has discovered the fat little jobs in the scheme and is making an effort to separate the study of the sugar cane disease, which is a commendable measure, from the seed bureau, which can safely be dispensed with.

—On the 26th ult. the minister of foreign affairs applied to the Chamber for an extraordinary credit of 120,000\$, at the par of exchange, to meet the expenses of the special mission to China. This credit is intended to defray the expenses of Dr. Eduardo Callado, at present in London, and two or three vessels on a special mission to China for the purpose of entering into a commercial treaty with that country and negotiate for a convention between the two countries in relation to introducing Chinese labor into Brazil.

## PROVINCIAL NOTES.

—The president of the province of Amazonas, in a telegram of the 25th ult., denies the reign of anarchy in the interior of that province, as charged by the *Crusade*, and states that the most complete tranquillity exists throughout the province and on its frontiers.

—The receipts of the Manaus custom house during the month of July were 30,228\$160. The internal revenue receipts of the province of Amazonas during the same month were 52,608\$329.

—The provincial assembly of Pará closed its sessions on the 16th ult.

—Later reports from Rio Grande do Sul state that great damage was done all along the coast by the storm of the 9th ult. Many vessels were lost, and others are constantly reporting injuries. The damage at Mostardas is reported at 30,000\$.

—Severe cold weather is reported from Paraná during the early part of last month. Snow fell for a time, and ice was formed two inches in thickness. The *Provincia* complains that the cold is so intense at the date of publication as to interfere with the printing.

—The Dutch schooner *Maria Bertha* was wrecked on the Santa Catharina coast on the 11th ult. She was driven ashore during the storm and all lives were lost but one.

—The Royal Mail packet *Tiguan*, on her recent voyage to this port, was delayed one day at Pernambuco by bad weather, which prevented her discharging cargo.

—On the 11th ult., the minister of agriculture advised the minister of justice that the action of the president of the commercial board in admitting to registry an effigy of Santa Rita as a trade mark, was right inasmuch as no scandal results from such use of the images of saints.

—The necessary orders from the bureau of agriculture have been received by the inspector general of colonization for the employment of the destitute Russians in this city on the public water works. In the meantime the chief of police has been informed that the quarters provided for immigrants in this city will not be opened to the Russians because of their having abandoned the lands and favors bestowed on them by the government. The women and children are begging in the streets.

—The miserable and inartistic character of the engraving of the bank notes of the old issues of the Brazilian treasury and the Bank of Brazil, many of which are still in circulation, is positively an invitation to the adventurous and not too scrupulous to enter into the business of counterfeiting. Just before the *City of Rio de Janeiro* left New York, Sr. João Benício Bebelague, an enterprising Brazilian, was arrested by a special detective as one of a party who had been engaged in preparing a batch of counterfeiters of the old notes for circulation in Brazil, and just as the steamer sailed from the dock, another Brazilian, an accomplice of his, was taken into custody, after having delivered two letters to the purser for Pernambuco and Rio de Janeiro. These letters were delivered to the American consuls at these ports where doubtless this government will take the proper means to possess themselves of them, after the result of the hearing of the counterfeiters in New York is communicated through the usual channels. The young man who was arrested on the dock had taken his passage by the *City of Rio de Janeiro*, and it is said that a brother-in-law was quite disappointed at not finding him on board. Mr. A. G. Goulade, the president of the American Bank Note Company was chiefly instrumental in detecting the fraud and in having the warrants issued on which the arrests were made.

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That he entertained doubts as to the legality of his claim to represent the Cata Branca company is shown by the fact that on the 6th of August following three persons, calling themselves "directors of The Brazilian Company formerly established at Cata Branca," but whose names do not appear as directors in the last act of the expiring Cata Branca company in 1845, signed a document purporting to confirm all his past acts and to confer upon him all useful authority in the matter of registering these slaves.

This purported authorization is witnessed only by clerks of the S. João d'El-Rei company, No. 8 Tokenhouse Yard, London, E. C., mentions no meeting nor resolution of the board of directors of the Cata Branca company, appears to have no seal nor office address of that company, and bears none of the marks of an honest, legally-executed instrument.

In reply to a question upon the matriculation of these slaves, the Visconde do Rio Branco wrote to the collector at Sabará, July 8, 1872, "Those individuals can not be considered slaves to whom is conceded liberty upon any condition or onus, and they, therefore, can not be matriculated under Art. VIII of Law 2,040 of September 28, 1871." The Cata Branca blacks, however, had already been matriculated, and in spite of contract, law, opinion, and every sense of justice they are still slaves in the mines at Novo Velho. It matters not to their treatment under the present superintendent, Mr. Morrison, has been greatly improved, immeasurably improved in comparison with their condition under his predecessor. The simple fact that a most inhuman and despicable crime was committed by James Nevell Gordon, with the probable knowledge, consent and assistance of the chairman of the board of directors in London, against the freedom of these blacks still remains and demands prompt reparation. It is a crime which we feel sure the English government will not overlook and will not be slow to punish.

In 1877, charges were brought against the S. João d'El-Rei company by Antonio Carlos Rebelo Horta Jr., but nothing has grown out of it but petty, trivial questions which have little or no bearing on the main issue. A *curador* and *deputado* were appointed for the slaves, but no change was effected in the situation as the blacks were left in the hands of the company. At the present time the company is demanding that proceedings shall be discontinued and that the legal guardianship over the slaves shall be withdrawn.

#### LEGISLATIVE NOTES.

The difficulties between Morns N. Kohn and the management of the Dum Pedro II railway which were embodied in a petition to the Senate, were made the subject of a committee report on the 18th ultimo. The report recites the history of Mr. Kohn's proposition to the railway company for the establishment of an express service in this city, the promises made to him, the subsequent quarrels between him and the managers of the road in which Mr. Kohn's papers were torn up and he was denied admittance to the offices of the company, the requirement of certain adverse conditions from him, and the final contract between the railway managers and the "União Unifera" company for the same service on the grounds that this latter company offered the greater advantages and security. Mr. Kohn has made his grievances the subject of a petition to the Senate where certain political influences can be brought into action, and the report of the committee on the 18th gives an opinion decidedly in his favor. It is probable that the discussion of the report will bring out some interesting disclosures.

The supplementary credit of 210,074-677 asked by the minister of marine, to meet deficiencies in the appropriations for the fiscal year 1878-9, Act 2,792 October 20, 1877, was the subject of a favorable committee report in the Chamber on the 19th. The deficiency is largely arising, says the minister's report, to the increase in the cost of fuel, it having been found impossible to supply rations on the basis of 400 reis as fixed by the law of 1877.

In the session of the 19th, Felício dos Santos called the attention of the Chamber to the existing scarcity of water in this city and to the abuses practiced by the public officials. The occasion of the discussion was a request that a member *pro tem* of the committee on public health should be ap-

pointed, owing to the illness of one of the members of that committee. The petitioner then went on to call attention to the vexatious and injustice growing out of the present administration. He stated that even in times of scarcity some houses were provided with water, while others in the same street and dependent upon the same source, were unable to get water for days and months. In theory the person possessing a perstock pays the treasury 35 per month for water rates, but in reality he is compelled to pay the guard a further sum of 58 for turning on the water. And then the people, who do not get water during the three, four or five months of drought are compelled to pay the regular rates for twelve months. The speaker in concluding stated, and his words should be printed upon the instructions of every official in this city, that the scarcity of water should be equally shared in by all the inhabitants of Rio de Janeiro, because, when the suffering is equitably distributed, it is felt much less acutely.

The hobby of the declining years of the Visconde do Porto Seguro in regard to a removal of the capital to the geographical centre of the empire has at last found another able advocate in the eminent Brazilian geographer, Senator Mendes de Almeida. In a speech on the estimates for the ministry of empire, on the 16th ult., he referred to the ravages of yellow fever in this city, and to the advantages in a hygienic point of view, to be gained by the location of the capital in the interior. By this, he argued, we should escape many of the ills which now afflict us. In addition Brazil would then have a modern capital, without slavery; and the great movement to the interior, which would follow, would enable her to conquer the lands which she owns but does not occupy. The districts of the coast would gather a new impetus in their development and Brazilian commerce would at once assume an importance which it does not now possess. The speaker's personal preference in the matter of location was some point on the Araguaia river, on the western boundary of Goyaz. We are inclined to think the location a first-class one for the General Assembly, but would not advise any one else to move out there.

#### SHIPPING CIRCULAR.

The official Supervising Surgeon-General U. S. Marine Hospital Service has recently issued the following:

To Medical Officers of the Marine Hospital Service, and others whom it may concern.

1. To insure to such owners of American vessels as desire the services of sound and healthy seamen, facilities for the proper physical examination of crews, at all ports where medical officers of the Marine Hospital Service are stationed, such officers will, upon the application of any U. S. Shipping Commissioner, or of the master or owner of any vessel engaged in the foreign trade, or passenger steamer engaged in coasting trade, examine physically any seaman or seamen, and give a certificate as to their fitness or otherwise.

2. A record will be kept of all examinations of seamen, and a transcript thereof forwarded quarterly to the Surgeon-General of the Marine Hospital Service.

3. In all cases of rejection, the certificate will state explicitly, in English, the reason for such rejection.

4. The loss of an arm or leg; defective vision; color blindness; epilepsy; mental unsoundness; herpes; piles; fistula; venereal disease; scurvy; organic disease; habitual drunkenness; the existence of venereal disease; marked want of development; weakness of the body, or deformity; should cause the rejection of any seaman desiring to ship.

5. No seaman will be examined for the purpose of giving such certificate except in the presence of a U. S. Shipping Commissioner, or the master, owner, or agent of the vessel on which the seaman is expected to be employed, and examinations will only be made at the Marine Hospital Office.

6. The rejection of a seaman at one examination shall not debar him from subsequent examination in case he claims that the disease for which he was rejected has disappeared.

7. The provisions of this circular will also apply to enlisted persons in the Revenue Marine, Life-Saving, Coast Survey, and Light-House Service, and to persons desiring to enlist therein, upon the application of the proper officers of the respective service.

J. B. HAMILTON, Surgeon-General U. S. Marine Hospital Service.

—The provincial government of Pará has approved 5,000\$ for the treatment of the poor people in Cametá who are suffering with small pox.

#### PROVINCIAL NOTES

—The subscriptions for the new gold loan in Maranhão amounted to 515,000\$.

—The Barão de Teffé has completed his examination of the port of Maranhão and reports that the harbor will admit the entrance of the American steamers.

—A conflict has broken out in Maranhão between the bishop and the nuns.

—The mercantile community of Maranhão have undertaken to assist the establishment of central factories by subscription, and 400,000\$ have been treasury. This is better than going to the public treasury.

—The people of Santos, like those of Rio de Janeiro, are suffering from a scarcity of water.

—Reports from Conceição da Ponte Nova, in the interior, state that no rains have fallen in that locality since June 14, and great suffering is now felt because of the drought.

—Up to the 13th ult. there were twenty-five vessels in the port of Rio Grande waiting for an opportunity to cross the bar. On the 14th the water was higher and thirteen vessels departed. On the 16th ult. there were only eight vessels in port ready to sail.

—Rains are reported from the interior of Pernambuco.

—A severe storm occurred at Rio Grande do Sul on the 9th and 10th ult., causing considerable damage to shipping along the coast. Several small vessels were lost and others injured. The "soldado" says that such a storm has not been known for many years. On the 9th the American vessel *Green Bank* broke loose from her anchorage and after injuring a Brazilian vessel somewhat, ran aground where she remained for a time quite high and dry. The vessel was finally quit from her perilous position. She was loaded with hides, tallow, jerked beef, etc., for Rio de Janeiro.

—The province of Ceará has expended on public instruction from 1835 to 1879, according to the report of the president, the total sum of 3,696,843\$, or about 445,870.

—The president of the province of Rio Grande do Sul has selected the 27th of October next as the date for electing special electors to nominate a successor of the late Visconde do Rio Grande, senator. The nomination will be made November 25th.

—According to the report of the president of Ceará to the provincial assembly, recently opened, the total importation of food products into that province during the years 1876-7, 1877-8 and 1878-9 was as follows: *Farinha* 775,735 sacks; beans 138,100 sacks; corn 105,644 sacks; rice 188,064 sacks; jerked beef 207,413 lbs.; codfish 35,972 barrels; and wheat from 70,648 barrels. Previous to the advent the importation of these articles was so small as to be noticeable.

—There are now about 14,000 destitute people employed on the "famine roads" of Ceará, whose work supports a population of about 50,000.

—Our latest advices from Rio Grande do Sul state that the people of that city, Porto Alegre and Pelotas, were making extensive preparations for the reception of ex-Minister Silveira Martin, who was expected shortly to make a visit to his native province. The Germans were also preparing to welcome him, because of his efforts in behalf of the full enfranchisement of non-catholics.

—The damages occasioned to private property in Rio Grande by the storm of the 9th ult., as estimated at 50,000\$. No estimate has been made upon the damage done to private property, which was very great.

—According to a Paraná paper of the 24th ult., a large number of Italian colonists arrived at the port of Desiderio from the Itapira colony, with their families, on the 21st ult., expecting to find an Italian steamer which would take them back to Europe. These people have been in the province some years, and are thoroughly acclimated. And still we are told that the present system of colonization is all right!

#### NOTICE TO CONTRACTORS

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The directors of the *Companhia Cantareira e Esgotos* will receive proposals for the construction of the water works and a complete drainage system for the city and for the building of all the material necessary for said works, and mark the item of thirty days from this date to the 20th of Sept. for presenting the respective proposals of contractors.

The specifications, plans, profiles, maps, etc., which should be used as a basis for the proposals may be examined by contractors at the office of the Company, No. 37 Rua do Rio de Janeiro.

Office of the *Companhia Cantareira e Esgotos*, São Paulo, August 31, 1879.

ANTONIO BLOEM, Accountant.

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